

TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL (RFP)

AUDITING SERVICES

TABLE OF CONTENTS

BID NUMBER #5892 DUE: May 18, 2011 3:00 PM

I. INTRODUCTION

- A. General Information
- B. Term of Engagement
- C O General Instructions

II. DESCRIPTION OF THE GOVERNMENT

- A. General
- B. Background Information
- C. Fund Structure
- D. Budgetary Basis of Accounting
- E. Pension Plans

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Statements and Schedules to be prepared by the Town of Trumbull
- B. General

IV. NATURE OF SERVICES REQUIRED

- A. General
- B. Qualifying Requirements
- C. Scope of Work to be performed
- D. Auditing Standards to be followed
- E. Reports to be issued
- F. Working Paper Retention and Access to Working Papers
- G. Other Audit Services
- H. Implied Requirements

V. TIME REQUIREMENTS

- A. Proposal Calendar
- B. Anticipated Schedule for the Annual Audit
- C. Report Submissions

VI. PROPOSAL REQUIREMENTS

- A. General Requirements
 - 1. Inquiries
 - 2. Submission of Proposals
- B. Technical Proposal
 - 1. General Requirements
 - 2. Independence
 - 3. License to Practice in Connecticut
 - 4. Firm Qualifications and Experience
 - 5. Partner, Supervisory and Staff Qualifications and Experience
 - 6. Similar Engagements with Other Government Entities
 - 7. Audit Approach
 - 8. Identification of Anticipated Potential Audit Problems
- C. Dollar Cost Bid
 - 1. Total All-Inclusive Maximum Price
 - 2. Fixed Fees by Category
 - 3. Rates for Additional Professional Services
 - 4. Manner of Payment

VII. EVALUATION PROCEDURES

- A. Selection Committee
- B. Evaluation Criteria
 - 1. Mandatory Elements
 - 2. Technical Qualifications
 - 3. Price
- C. Oral Presentations
- D. Final Selection
- E. Right to Reject Proposals

APPENDICES

- A. Proposer Guarantees and Proposer Warranties
- B. Insurance
- C. Fixed Fees
- D. Sample Audit Services Proposal Letter

I. INTRODUCTION

A. General Information

The Town requests proposals from qualified independent public accounting firms or accountants, in accordance with the provisions of the Connecticut General Statutes, to conduct an examination and to render an opinion on the Town's annual financial for the fiscal years ending June 30, 2011, 2012 and 2013 with an option to renew the contract for a two-year renewal. These audits are to be performed in accordance with generally accepted auditing standards, the standards generally accepted in the United States of America and the standards applicable to financial audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the State Single Audit Act, OMB Circular A-133; OMB's Compliance Supplement, and the Connecticut State Single Audit Act, sections 4-230 to 4-236.

The auditor shall state that the primary purpose of the audit is to express an opinion on the general purpose financial statements of the Town of Trumbull, Connecticut and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected. The auditor shall assist in the implementation of any new governmental standards. There is no expressed or implied obligation for the Town of Trumbull to reimburse firms for any expenses incurred in preparing proposals in response to this request. To be considered, six (6) copies of a proposal must be received by 3:00 PM on May 18, 2011. Proposals submitted will be evaluated by a six (6) member Finance Committee of the Town Council.

During the evaluation process, the Finance Committee of the Town Council of the Town of Trumbull, reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town or the Finance Committee of the Town Council, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Trumbull reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, and unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Trumbull and the firm selected.

It is anticipated the selection of a firm will be completed by June 15, 2011. Following the notification of the selected firm it is expected an engagement letter will be executed between both parties within 30 days of approval.

B. TERMS OF ENGAGEMENT

A three (3) year contract is contemplated, subject to the annual review and recommendation of the Town Council, the satisfactory negotiation of terms (including a price acceptable to both the Town of Trumbull and the selected firm), the concurrence of the Town Council and the annual availability of an appropriation.

C. PREPARATION OF PROPOSALS

- 1. One (1) <u>ORIGINAL</u> and **six** (6) <u>EXACT COPIES</u> of your proposal shall be submitted. All proposals should be submitted in a clear, concise and legible manner to permit proper evaluation.
- 2. Proposers may also submit, under separate cover with their proposal, any additional reports and documents that are necessary to meet the requirements (deliverables) of this request.
- 3. If a proposal does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications.

D. PROPOSAL SUBMISSION

Proposals are to be submitted in a sealed envelope and addressed as follows:

Bid #5892 Attn: Robert J. Chimini, Purchasing Agent Town of Trumbull

Town of Trumbull 5866 Main Street, Trumbull, CT 06611

Please be advised that the person(s) signing the formal proposal must be authorized to contractually bind your firm with regard to prices and related contractual obligations.

E. PROPOSAL TIME

Proposals shall be received at the office of the Purchasing Agent, Trumbull Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud.

A proposal may be withdrawn at any time prior to the above scheduled date. A proposal received after the above scheduled date and time shall not be considered or opened.

F. TOWN OPTIONS

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.

G. TAXES

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

H. INQUIRIES

All inquiries regarding the technical nature of this request may be directed to **Maria Pires**, **Director of Finance at 203-452-5013**, all other questions may be directed to **Robert J. Chimini**, **Purchasing Agent 203-452-5042**. No questions will be responded to after May 13, 2011. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all proposers will be made available in writing or by Fax as appropriate to all proposers.

Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request. The Town further reserves the right to request additional information at any time after proposals are opened.

I. AWARD AND AUTHORITY

The purchasing authority of the Town shall issue notification of award in writing.

J. PRICING

All pricing quoted is to remain firm fixed for a period of one (1) year from date of bid opening. Special Consideration will be given to responses with extended firm price dates.

K. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any contractor or subcontractor of the Town offers and agrees to assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Sec. 4 of the Clayton Act, 15 U.S.C. Section 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

L. HOLD HARMLESS CLAUSE

Any contractor or subcontractor of the Town agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request and subsequent Contract, whether or not due in whole or in part of any act, omission or negligence of the Town or any of its representatives or employees.

M. WORK REGULATIONS AND STANDARDS

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

N. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following

amounts: SEE APPENDIX B of this Request for specific information regarding Insurance requirements.

O. ADDENDUMS

It is the responsibility of all proposal submitters to verify with the Town if any addendums or changes to this have been. All and any addendums will be posted on the Town of Trumbull – Purchasing department website. $\underline{www.trumbull-ct.gov}$.

II. DESCRIPTION OF THE GOVERNMENT

A. General

The Auditor's principal contact with the Town will be with Maria Pires, Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the Town to the Auditor.

A list of key personnel with the location of the principal offices is as follows:

Timothy Herbst, First Selectmen	(203)452-5005
Maria Pires, Director of Finance	(203)452-5013
Dawn Savo, Assistant Finance Director	(203)452-5011
Robert Chimini, Purchasing Agent	(203)452-5042
Mark Turndahl, Accounting Manager	(203)452-5010
Mary Moran, Tax Collector	(203)452-5027
Mark DeVestern, Tax Assessor	(203)452-5015

B. Background Information

The Town of Trumbull serves an area of 23.5 miles with a population of 35,299. The Town of Trumbull's fiscal year begins on July 1 and ends on June 30.

The Town of Trumbull operates under a First Selectman, Town Council and Finance Committee form of government and provides a full range of services to including public safety, roads, sanitation, health, social services to its residents.

The Town of Trumbull is organized into several departments and agencies. All funds and account groups are under the administrative control of the:

- Director of Finance
- Board of Education
- Others: Library

More detailed information on the government and its finances can be found in the town's website www.trumbull-ct.gov:

C. Fund Structure

The accounts of the Town are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund and account group are accounted for with separate set of self-balancing accounts that comprise its assets, liabilities, equity, revenues and expenditures or expenses, as appropriate. The Town uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group Funds Annual Budgets Amounts

Governmental Funds

General Fund Special Revenue Funds Capital Projects Funds

Proprietary Funds

Enterprise Funds Internal Service Funds

Fiduciary Funds

Expendable Trust Funds Nonexpendable Trust Funds Pension Trust Funds

Agency Funds General long-term debt account group

D. Budgetary Basis of Accounting

The Town prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Pension Plans

The Town of Trumbull has two contributory pension plans covering substantially all full-time Town and non-certified Board of Education employees. One plan covers employees of the Police Department and the other plan covers all other employees. The certified faculty and administrative personnel of the Board of Education participate in a contributory retirement plan administered by the State Teachers' Retirement Board. The Town does not contribute to this plan.

Actuarial services for these plans are provided by Hooker & Holcombe, Inc.

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Statements and Schedules and other pertinent information to be prepared by the Town of Trumbull

The Finance Department staff and/or Director will be available during the audit to assist the Auditor by providing information, documentation and explanations. The staff of the Town of Trumbull will also prepare or provide the following statements and schedules for the auditor as follows:

- 1. Adjusted trial balance for all funds
- 2. Detailed schedules of revenues and expenditures, expenses, accounts payable and receivable, and encumbrances.
- 3. Detail of balance sheet and subsidiary account activity.
- 4. Check registers for all funds
- 5. Bank reconciliation's for all accounts.
- 6. Detail of capital projects expenditures by project.
- 7. Analysis of accounts as requested.
- 8. Investment activity schedules.
- 9. Debt schedules
- 10. Fixed assets schedules.
- 11. Payroll records.
- 12. Tax collection schedules.
- 13. Schedule of Compensated Absences
- 14. Latest Actuarial Reports
- 15. Completed ED-001 and Supporting Documents
- 16. Standard representation letters.
- 17. Prepare cash confirmations and legal letters

B. General

Office space will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copy machine during the engagement. The audit firm shall be required to provide its own equipment and other office materials.

IV. NATURE OF SERVICES REQUIRED

A. General

The Town of Trumbull is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2011, 2012 and 2013, with an option to audit an additional two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Qualifying Requirements

Qualified Firm:

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Connecticut. The firm must have been engaged during the last five (5) years, as independent Auditors for the purpose of rendering an opinion on the general-purpose financial statements of a Connecticut municipality with a population of at least 20,000.

Location:

The auditors must have an office located within the State of Connecticut, and resident staff must be able to offer the full range of auditing services required by this Request for Proposal.

Non-Discrimination:

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times in the proposal and contract process comply with all applicable Town , state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

Reports:

Each proposer shall submit one copy of at least two General Purpose Financial Statements issued by Connecticut municipalities in which their opinion is contained.

Other:

Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of municipal audit experience in the State of Connecticut. The Selection Committee intends to strongly consider municipal audit experience and certification in evaluating the proposer's audit team.

C. Scope of Work to be performed

The Town desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor is not required to audit the supporting schedules contained in the annual financial report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements and schedules.

D. Auditing Standards to be followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's of the United States, the provisions of the Single Audit Act of 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, and in conjunction and conformity with sections 4-230 through 4-236 of the Connecticut General Statutes (the State Single Audit Act.)

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, Government Auditing standards, *OMB Circular a-133*, and the Connecticut General Statutes, including but not limited to the following:

Independent auditor's report on the general purpose financial statements and supplemental information.

Report on compliance with requirements applicable to each major program, on internal control over compliance in accordance with OMB Circular A-133 and on the schedule of expenditures of federal awards.

Independent auditor's report on compliance and on internal control over financial reporting based on an audit of the general-purpose financial statement performed in accordance with Governmental Auditing Standards

Independent auditor's report on compliance with requirements applicable to each major program on internal control over compliance in accordance with the state single audit act and on the schedule of awards/expenditures on state financial assistance.

The auditor shall communicate in a letter to the Trumbull Town Council any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reports on the State of Connecticut Office of Policy and Management Municipal Audit Questionnaire.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the Town.

In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

G. Other Audit Services

Periodically the Town is required to have separate audits performed. The Auditor will be expected to perform these audits and any other audit services requested by the Town outside of the standard audit at the hourly rate stated in Appendix C.

I. Implied Requirements

All services not specifically mentioned in this request for proposals that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services.

V. TIME REQUIREMENTS

A. Proposal Calendar

- The Auditor will prepare, edit and print forms as required by the Request for proposal issued May 1, 2011
- Due date for proposals May 18, 2011.
- Must be available for an interview with the Finance Committee in June 2011 at a night meeting (time and date to be determined with a mutual agreement of the Town Council and bidding auditors).
- Finance Committee of the Town Council meetings are held the week before the first Monday of each month unless noticed otherwise.
- Appointment by **Town Council no later than** June 30, 2011.
- Contract date Within 30 days of appointment

B. Anticipated Schedule for the Annual Audit

- Entrance conference with Director of Finance to commence year-end audit work on or about September 1, 2011.
- Preliminary fieldwork begins on or about September 15, 2011
- Final audit work begins on or about September 30, 2011.
- Exit conference to review draft and significant findings November 26, 2011.
- Draft comments returned to Auditors by December 12, 2011

C. Report Submissions

The Auditor will issue reports addressed to the Finance Committee of the Town Council for the years ended June 30 and submission to the appropriate cognizant agencies by December 31:

A report on the Town's basic financial statements based on the audit performed in accordance with Government Auditing Standards

- ❖ A report on the internal control structure based on the audit on the Town's basic financial statements performed in accordance with the Government Auditing Standards
- A report on compliance based on the audit of the Town's financial statements performed in accordance with Government Auditing Standards
- An independent accounts' report on applying agreed-upon procedures for the State of Connecticut, Department of Education forms.

Where an extension of time may be required, it will be the responsibility of the Auditor to promptly notify the Town of Trumbull, in writing. It is the Town's responsibility to secure all necessary approvals in a timely manner. The Auditor shall promptly notify the Town's Director of Finance of any suspicion of fraud, defalcation or misapplication of funds. Such notice shall be in addition to any notice to grantors required by single audit legislation.

The final report and 40 signed copies should be delivered to:

Mrs. Maria Pires, Director of Finance Town of Trumbull 5866 Main Street Trumbull, CT 06611

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Mrs. Maria Pires Director of Finance Town of Trumbull 5866 Main Street Trumbull, CT 06611 (203) 452-5013

2. Submission of Proposals

The following material is required by May 18, 2011 for a proposing firm to be considered:

a. The Proposal and six (6) copies are to include the following:

I. Title Page

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

v. Guarantees and Warranties

a. Executed copies of Proposer Guarantees and Proposer Warranties attached to this request for proposals (Appendix A).

- b. The proposer shall submit an original and six (6) copies of a dollar cost bid attached to this request for proposals (Appendix C).
- c. Proposers should send the completed proposal consisting of the two (2) separate envelopes to the following address:

Mr. Robert Chimini, Purchasing Agent Town of Trumbull 5866 Main Street Trumbull, CT 06611

Envelope #1: Technical Proposal

Envelope #2: Sealed Dollar Cost Bid

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Trumbull in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The technical proposal should address all the points outlined in the request for proposals (excluding any cost information, which should only be included in Appendix D). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional items may be presented, the following subjects, items Nos. 2 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the Town of Trumbull as defined by generally accepted accounting standards and the U.S. Comptroller General's <u>Government Auditing Standards</u>.

The firm should also list and describe the firm's professional relationships involving the Town of Trumbull or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Town of Trumbull written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Connecticut

An affirmative statement should be included indicating that the firm and its municipal partner are qualified to practice in Connecticut.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be so employed on a part-time basis.

The firm shall also provide information on the results of the firm's latest federal or state desk reviews or field reviews of its audits. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Connecticut. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which its staff reflects the Town of Trumbull's commitment of Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Town of Trumbull. However, in either case, the Town of Trumbull retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Town of Trumbull, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section IV of this request for proposal

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town of Trumbull.

C. Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town of Trumbull will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

2. Fixed Fees by Category.

The dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C) that supports the total all-inclusive price.

3. Rates for Additional Professional Services

If it should become necessary for the Town of Trumbull to request the auditor to render any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Trumbull and the firm. Any such additional work agreed to between the Town of Trumbull and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid in Appendix C.

Any additional audit time or fees incurred by the auditor due to new GASB's or compliance requirements must be discussed with the Town's Finance Director prior to performing the additional work.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a Period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Selection Committee

A six (6) member Finance Committee of the Town Council will evaluate proposals submitted.

B. Evaluation Criteria

The following represent the principal selection criteria that will be considered during the evaluation process of proposals.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Connecticut.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- f. The firm shall submit one copy of at least two General Purpose Financial Statements issued by Connecticut municipalities in which their opinion is contained.

2. Technical Qualifications

- a. Expertise and Experience
 - 1. The firm's past experience and performance on comparable government engagements.
 - The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - 3. Experience with the preparation of federal and state financial assistance and related reports.
- b. Audit Approach

Service Delivery Plan: Describe how the firm intends to conduct the audit in the first year versus subsequent years. Describe the service delivery system including what who, will do, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting, and exit conferences.

3. Price

Cost will not be the primary factor in the selection of an audit firm.

C. Oral Presentations

During the evaluation process, the Finance Committee of the Town Council may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The Finance Committee will recommend a firm for approval by the Town Council.

It is anticipated that a firm will be selected by June 2011. Following notification of the firm selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

The Town reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

APPENDIX A

PROPOSER GUARANTEES AND WARRANTIES

Proposer Guarantees

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Proposer Warranties

- 1. Proposer warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
- 2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- 3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Trumbull.
- 4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Company Name	By (Signature)
Address	Print Name
Company Name	Title
Date	

APPENDIX B

INSURANCE EXHIBIT - PROFESSIONAL SERVICES

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be included in the proposal.

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

- A. Minimum Scope and Limits of Insurance
 - 1. Broad Form Comprehensive General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products / completed operations.
 - 2. Automobile Liability \$1,000,000 combined single limit per occurrence for bodily injury and property damage
 - 3. Umbrella Liability \$1,000,000 per occurrence, following form.
 - 4. Workers' Compensation Limits as required by State of Connecticut Labor Code
 - 5. Employers' Liability \$100,000 each accident \$500,000 disease/policy limit \$100,000 disease/each employee
 - 6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.) \$1,000,000 per occurrence \$1,000,000 aggregate
 - 7. Personal Property Coverage
 - 8. Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the Auditor while located on Town property, while in use or in storage, for the duration of the contract.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the Town. At the option of the Town, the insurer shall increase or eliminate the aggregate limit and notify the Town of any erosion of aggregate limits.

C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and be approved by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductibles or self-insured retention's as regards the Town or the Auditors shall procure a bond which guarantees payment of the losses and related investigations, claims administration and defense expenses. At no time will the Town be responsible for the payment of deductibles or self-insured retention's.

D. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions;

- 1. Liability, (General, Automobile, Professional) Coverage;
 - a. "The Town of Trumbull and its respective officers, agents, officials, employees, volunteers, boards and commissions" are to be named as additional insured with regards to liability arising out of activities performed by or on behalf of the Auditor; products and completed operations of the Auditor; premises owned, leased or used by the Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
 - b. The Auditor's insurance coverage shall be the primary insurance as regards the Town. Any insurance or self-insurance maintained by the Town shall be in excess of the Auditor's insurance and shall not contribute with it.
 - c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town.

- d. Coverage shall state that the Auditor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
- 2. Workers' Compensation and Employer's Liability Coverage
 - a. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from the work performed by the Auditor for the Town.
 - b. If State statute does not require the Auditor to obtain Workers' Compensation insurance, then the Auditor shall furnish the Town with adequate proof of the self-employment status/ The Auditor agrees to waive all rights of claims against the Town for losses arising from the work performed by the Auditor. In the event that during the contract this self employment status should change, the Auditor shall immediately furnish proper notice to the Town and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Auditor as required by this Exhibit.

F. Acceptability of Insurers

- 1. Insurance is to be placed with insurers which have a Best's rating of at least A.
- 2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the Town's Finance Director.

G. Verification of Coverage

The Auditor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Finance Director before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the rights to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be maried to the Director of Finance				
Signed:	Title:			
Date:				

APPENDIX C TOWN OF TRUMBULL, CONNECTICUT AUDITING SERVICES

BID NUMBER #5892 DUE: May 18, 2011 3:00 PM

PROPOSAL

To be submitted on your firm's letterhead in a separate envelope.

Firm's Name: Location of office staffing the	audit:		
Number of Municipal professional audit Nu Town:	mber of Municipal audit —	staff to be assigned sta	aff at this location:_to
Connecticut Municipal audit clients (FY_eng	gagements for municipal	ities with populations of	of 20,000 or more):
The Proposer, in compliance with this R documents and hereby proposes to provide within the time frames set forth herein and a	this service in accordance		
TOWN OF TRUMBULL:	FIXED FEES YEAR 1	YEAR	2 YEAR 3
General Purpose Financial Statements	\$	\$	\$
Single Audit (Federal)	\$	\$	\$
Single Audit (State)	\$	\$	\$
TOWN OF TRUMBULL SUBTOTAL	\$	\$	\$
BOARD OF EDUCATION:			
Financial	\$	\$	\$
Grants and Single Audit (Fed.)	\$	\$	\$
Single Audit (State)	\$	\$	\$
ED 001, etc	\$	\$	\$
Cafeteria	\$	\$	\$
Board of Education SUBTOTAL	\$	\$	\$
COMBINED TOTAL	\$	\$	\$
Total hours included in Combined Total Partner:Staff:	Fees: Manager:		
Rate for hours in excess of those above	or for services outside	the specified scope,	\$/hr.
Company Name	By (Signature)		
Address	Print Name		
Company Name	Title		
Date	Telephone/Fax		

APPENDIX D

SAMPLE AUDIT SERVICES PROPOSAL LETTER (To be submitted on your firm's letterhead)

Maria Pires Director of Finance Town of Trumbull 5866 Main Street Trumbull, CT 06611

Dear:

We have read the Request for Proposal and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the Selection Committee.

We have attached the following:

- 1. Proposal as outlined in Section VI
- 2. Appendix A: Proposer Guarantees and Warranties
- 3. Appendix B: Insurance
- 4. Appendix C: Fixed Fees (separate envelope).

It if further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the Town of Trumbull.

Submitted by Date

Signature Title

Telephone